

ITEL
Pullman
 May 8, 1989

RECORDATION NO **16340** FILED 1423
MAY 15 1989 - 3 35 PM
INTERSTATE COMMERCE COMMISSION
Itel Rail Corporation
 55 Francisco Street
 San Francisco, California 94133
 (415) 984-4000
 (415) 781-1035 Fax

Hon. Noretta R. McGee
 Secretary
 Interstate Commerce Commission
 Washington, DC 20423

Re: Amendment No. 1 to Schedule 4 to Lease Agreement dated as of July 11, 1984, between Itel Railcar Corporation, as assignee of Evans Railcar Leasing Company, and The Procter & Gamble Cellulose Company, as successor by name change to Buckeye Cellulose Corporation (Lease, Schedule 4 attached)

Dear Ms. McGee:

On behalf of Itel Rail Corporation, the above instrument, in three (3) counterparts, is hereby submitted for filing and recording pursuant to 49 U.S.C. Section 11303(a), along with the \$13 recordation fee.

Please record this Amendment under a new recordation number.

The parties to the aforementioned instrument are listed below:

Itel Railcar Corporation (Lessor)
 55 Francsico Street
 San Francisco, California 94133

The Procter & Gamble Cellulose Company (Lessee)
 2 Procter & Gamble Plaza
 P. O. Box 599
 Cincinnati, Ohio 45201-0599

This Amendment covers twenty (20) 4750 cubic foot, 100-ton, aluminum covered hoppers bearing reporting marks USEX 500-519.

Please return to the undersigned the stamped counterparts not required for filing purposes, together with the ICC fee receipt and acknowledgment letter.

Very truly yours,

patricia schumacker

Patricia Schumacker
 Legal Department

Interstate Commerce Commission
Washington, D.C. 20423

5.16.89

OFFICE OF THE SECRETARY

Patricia Schumacker
Itel Rail Corporation
55 Francisco St.
San Francisco, Calif. 94133

Dear: **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5.15.89**, at **3:35pm**, and assigned recordation number(s). **8343-P, 15467-C, 15640-C 15725-D 14935-I, 16340**

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

MAY 15 1989 -3 35 PM

LOT NO. 2083-04

INTERSTATE COMMERCE COMMISSION

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 (the "Amendment") to Schedule 4 dated September 18, 1985 (the "Schedule") between Evans Railcar Leasing Company ("Evans") and The Buckeye Cellulose Corporation ("Buckeye Cellulose"), to the Lease Agreement dated as of July 11, 1984 (the "Agreement"), between Evans and The Procter & Gamble Manufacturing Company, is hereby made as of this 4th day of May, 1988, between ITEL RAILCAR CORPORATION ("Lessor"), as assignee of Evans, and THE PROCTER & GAMBLE CELLULOSE COMPANY, ~~as successor in interest to~~ Buckeye Cellulose ("Lessee").
formerly known as
RK

R E C I T A L S:

- A. Lessor and Lessee are parties to the Agreement pursuant to which twenty (20), 4750 cubic feet, 100-ton, aluminum covered hoppers bearing reporting marks USEX 500-519 (the "Cars(s)") identified on the Schedule have been leased by Lessor to Lessee.
- B. The rights of Evans to the Cars were assigned to Lessor on December 18, 1987.
- C. The term of the Agreement with respect to the Cars described in the Schedule expires on December 23, 1988.
- D. The parties desire to amend the Schedule as provided herein.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to amend the Schedule and the Agreement as follows:

- 1. All terms defined in the Schedule and the Agreement shall have the meanings defined therein when used in this Amendment.
- 2. The term of the Agreement with respect to each Car described in the Schedule shall commence on December 24, 1988 and shall continue as to all of the Cars described in the Schedule through and including December 23, 1989 (the "Extended Term").
- 3. The word "None" in the Special Terms section of page 2 of the Schedule is hereby deleted and replaced by the following:

"Maintenance performed for the purpose of repairing, replacing or maintaining outlet gates is for the account of Lessee."

~~4. The following Insurance Section is hereby added to the Schedule.~~

pw
QD
RK
"INSURANCE: Lessee shall at all times while the Agreement is in effect, at its own expense, cause to be carried and maintained: (i) all-risk, physical loss and damage

pr
RL

insurance with respect to the Cars while the Cars are in Lessee's care, custody or control; and (ii) public liability insurance with respect to third party personal injury and property damage, in each case in such amounts and for such risks and with such insurance companies as are satisfactory to Lessor. All insurance policies shall be taken out in the name of Lessee and shall name Lessor, any financing party designated by Lessor by written notice to Lessee ('Financing Party'), and any assignee of Lessor as additional named insureds and as loss-payees. Said policies shall provide that Lessor, Financing Party and any assignee of Lessor shall receive thirty (30) days' prior written notice of any material changes in coverage or cancellation thereof. In the event that Lessee fails to place insurance, or that said insurance expires, Lessor has the right to purchase the insurance described above and Lessee shall pay the cost thereof. With respect to the additional insureds, Lessee's insurance policies shall be primary to any other valid and available insurance ('Other Insurance') effected by, or for, the additional insureds. Lessee shall require its insurer specifically to waive subrogation, claim and recovery with respect to any Other Insurance. Any and all deductibles in the described policies shall be paid by Lessee.

Each policy obtained by Lessee pursuant to this Section shall be in accordance with the above terms and conditions, which terms and conditions shall be set forth on the Certificate of Insurance provided to Lessor pursuant to this Subsection. Lessee shall furnish to Lessor at the time of execution of this Amendment, within thirty (30) days of receipt of a written request from Lessor and at intervals of not more than twelve (12) calendar months commencing upon the execution of this document, Certificates of Insurance evidencing the aforesaid insurance."

5. A. With respect to the Cars described in the Schedule, Lessee's rights shall be subject and subordinate to the rights of any owner or secured party under any financing agreement pursuant to which Lessor's obligations thereunder are or become secured by the Cars which are the subject of the Agreement. Accordingly, following written notice to Lessee from any such secured party or owner that an event of default has occurred at any time (including a time prior to the effective date of this Amendment), and is continuing under such financing agreement, such party may require in writing either or both that rentals and other sums due hereunder shall be paid directly to such party, and that the Cars be returned immediately to such party.
- B. Both parties agree to execute the documents contemplated by this transaction and such other documents as may be required in

furtherance of any financing agreement entered into by Lessor or its assignee in connection with the acquisition or financing or use of the Cars described in the Schedule, in order to confirm the financing parties' interest in and to the Cars, the Agreement and the Schedule, and to confirm the subordination provisions contained in the Schedule.

6. Any notice required or permitted to be given pursuant to the terms of the Agreement shall be properly given when made in writing, deposited in the United State mail, registered or certified, postage prepaid, addressed to:

Lessor: Itel Railcar Corporation
55 Francisco Street
San Francisco, CA 94133
Attention: President

Lessee: The Procter & Gamble Cellulose Company
2 Procter & Gamble Plaza
PO Box 599
Cincinnati, Ohio 45201-0599
Attention: President

7. Except as expressly modified by the Amendment, all terms and provisions of the Agreement shall remain in full force and effect with respect to all of the Cars subject to the Agreement.
8. This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

ITEL RAILCAR CORPORATION

By: 

Title: Vice President Finance & Admin.

Date: May 4, 1989

THE PROCTER & GAMBLE CELLULOSE COMPANY

By: 

Title: JAMES W. NEUMEISTER
Manager, Inbound Distribution
General Customer Services

Date: 4/14/89

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 4th day of May, 1988, before me personally appeared Robert Richdale, to me personally known, who being by me duly sworn says that such person is President of ITEL Railcar Corporation, that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Sharon L. Van Fossan
Vice President Finance & Administration Notary Public



STATE Ohio)
) ss:
COUNTY OF Hamilton)

On this 19th day of April, 1988, before me personally appeared Robert E. Ferguson, to me personally know, who being by me duly sworn says that such person is Manager, Submerged Distribution of Procter & Gamble Cellulose Company that the foregoing Amendment No. 1 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Robert E. Ferguson
Notary Public

ROBERT E. FERGUSON, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission has no expiration
date, Section 147.03 R. C.

EVANS SHORT TERM RAILCAR LEASE AGREEMENT

AGREEMENT made and entered into this 11th day of July, 1984, between EVANS RAILCAR LEASING COMPANY, an Illinois corporation (hereinafter called "Evans") and THE PROCTER & GAMBLE MANUFACTURING COMPANY an Ohio corporation, with its principal place of business at Sixth & Sycamore Streets, Cincinnati, Ohio 45201, (hereinafter called "Lessee").

RECITALS

Lessee desires to lease from Evans as Lessor certain railroad cars, hereinafter specifically designated, all upon the rentals, terms and conditions set forth in this Railcar Lease Agreement and the Schedules from time to time made a part hereof (together hereinafter referred to as the "Lease").

AGREEMENT

It is agreed:

1. Lease of Cars. Evans agrees to lease to Lessee and Lessee agrees to and does hereby lease from Evans, railroad cars of the number of units, model, type, construction and such other description (hereinafter referred to as the "Cars"), as is set forth in any Schedule hereto. All Schedules shall be in the form of Schedule 1 hereto, shall contain such other terms and provisions as Evans and Lessee may agree upon and shall, if requested by either party, have the signatures thereto acknowledged by a notary public. The terms and provisions of the Schedule shall control over any inconsistent or contrary terms and provisions in the body of this Lease.

2. Delivery and Acceptance of Cars. Evans shall deliver the Cars as promptly as is reasonably possible. Delivery shall be F.O.T. the point specified in the applicable Schedule. From and after acceptance of a Car, Lessee shall be liable for, and shall pay or reimburse Evans for the payment of all costs, charges and expenses of any kind whatsoever on account of or relating to transportation of a Car.

All Cars delivered under this Lease shall be in satisfactory condition for movement in the normal interchange of rail traffic and shall otherwise comply with the description and specifications contained in the applicable Schedule; but Lessee shall be solely responsible for determining that Cars are in proper condition for shipment and use. At Evans' request, Lessee shall deliver to Evans an executed Certificate of Acceptance in the form of Exhibit A with respect to all Cars.

3. Use and Possession. Throughout the continuance of this Lease so long as Lessee is not in default hereunder, Lessee shall be entitled to possession of each Car from and after delivery of such Car and shall use such Car on its own property or lines or in the usual interchange of traffic; provided, however, that Lessee agrees that Cars shall at all times be used (i) in conformity with all Interchange Rules; (ii) only within the

continental limits of the United States of America or in temporary or incidental use in Canada; and (iii) in such service as will not constitute a train hauling predominantly a single commodity, such as coal or grain, between the same points on a regular basis, commonly referred to as a "unit train".

4. Sublease. Lessee shall have no right to assign or sublease or loan the Cars without the prior written consent of Evans; provided, however, that Lessee shall have the right to sublease any of the Cars for single trips within the continental limits of the United States to its customers or suppliers where the sole purpose of such sublease is to obtain exemption from demurrage on the subleased Cars. Any such sublease shall be upon terms which are in compliance with all applicable Interchange Rules, tariffs, regulations and laws and all terms and conditions of this Lease.

5. Term. This Lease shall be effective as to any Car on the date of delivery by Evans of such Car, provided in Paragraph 2 hereof. However, the lease term with respect to all Cars covered by a particular Schedule shall be deemed to commence on the Average Date of Delivery of the Cars covered by such Schedule and shall terminate upon expiration of the period specified in such Schedule unless sooner terminated in accordance with the provisions of this Lease. Average Date of Delivery shall be defined as that date which is determined by (i) multiplying the number of Cars delivered by Evans on each day by the number of days elapsed between such day and date of delivery of the first Car under the applicable Schedule, and (ii) adding all of the products so obtained and dividing that sum by the total number of Cars delivered under the applicable Schedule, and (iii) adding such quotient rounded out to the nearest whole number to the date of delivery of the first Car under the applicable Schedule. The date on which delivery of a Car shall be deemed to have been made will be the day following delivery of the Car to the Lessee. A Car shall be conclusively deemed delivered to the Lessee on the earliest date shown on any of the following: (i) Certificate of Acceptance or other writing accepting a Car signed by the Lessee; or (ii) a bill of lading showing delivery to Lessee or to a railroad for the account of Lessee.

6. Rental. During the term of this Lease, Lessee shall pay to Evans for each Car, commencing on the date of delivery thereof, the monthly rental specified in the applicable Schedule. Lessee shall make payment of all sums due hereunder to Evans in immediately available United States funds at the address provided in Paragraph 19 hereof, or such other place as Evans may direct. Rental payments shall be made monthly in arrears ten (10) days from the date of the invoice.

7. Mileage Credits. Since the Cars bear Evans' reporting marks and numbers, any time and mileage payments paid or allowed by railroads on the Cars shall be the property of Evans, but Evans shall credit time and mileage payments actually received by it during an Accounting Period (less taxes, other than income taxes, due or to become due on account thereof) against rental then or thereafter due under this Lease with respect to Cars covered by a particular Schedule during such Accounting Period. Any excess mileage credits unused at the end of such Accounting Period with respect to such Cars shall be the property of Lessee. ~~Upon receipt of monies by Evans, Evans~~
Lessor.

~~shall remit such excess amount to the Lessee within forty-five (45) days; provided that rentals due and payable by Lessee to Evans are current.~~

Accounting Period being defined as any consecutive months not to exceed thirty-six (36) months commencing with the date of the applicable Schedule and any period during which this Lease with respect to such Schedule shall expire or terminate; provided, however, that in no event shall the aggregate time and mileage payments credited exceed the total rental payable by Lessee during such Accounting Period. Lessee agrees to reimburse Evans for all sums paid to any person or railroad either prior to or after termination of this Lease under applicable railroad tariffs on account of all excess empty mileage incurred by reason of movements of Cars during the term of this Lease. ER
CA

8. Title. Lessee shall not by reason of this Lease or any action taken hereunder acquire or have any right or title in the Cars except the rights herein expressly granted to it as Lessee.

9. Maintenance Repair and Abatement. Evans shall be responsible for the maintenance and repair of the Cars. Lessee shall be responsible for and shall pay all costs and expense of all Repair work or other work or materials required by reason of damage or other conditions cause by Lessee's negligence; or misuse in loading, unloading or use other than as permitted under applicable Schedules. Lessee shall notify Evans in writing of any maintenance or repair work that is required and shall arrange for maintenance or repair pursuant to the instructions of Evans. Rental payments on any Car out of service for repair work which is Evans' responsibility shall abate from the fifth day after such Car has been placed in the serving railroad yard of a repair shop for the service until such Car or replacement Car is delivered to Lessee, to a railroad for the account of Lessee, or is otherwise ready for or is returned to service by Lessee. In the event rental is abated, then if Evans elects and notwithstanding anything contained in paragraph 5 to the contrary, the original term of this Lease with respect to the Schedule covering such Car shall be extended for a period of time determined by dividing the sum of the number of days per Car with respect to which rental was so abated by the number of Cars subject to such Schedule on what would otherwise have been the last day of the original term.

10. Taxes. Evans shall be liable at all times for and shall pay all Federal, State or other governmental property taxes assessed or levied against the Cars. Lessee shall be liable for all Sales, use or gross receipts taxes imposed upon the equipment during the term of this lease.

11. Substitution of Cars. Evans may, at any time and from time to time, replace any Casualty Cars, defined as Cars lost, stolen, destroyed or damaged beyond economic repair with Replacement Cars, defined as Cars of substantially similar description and specification to that set forth in the applicable Schedule, which shall be deemed to be subject to all terms and conditions of this Lease.

12. Indemnity. Lessee agrees to indemnify Evans and hold it harmless from and against any loss, expense or liability which Evans may suffer or incur from any charge, claim, proceeding, suit or other event which in any

manner or from any cause arises in connection with the use, possession, or operation of a Car while subject to this Agreement, excepting only such loss, expense or liability which arises from latent defects in the cars or from Evans' negligence.

13. Lettering. At Evans' election, all Cars may be marked to indicate the rights of Evans or any assignee, mortgagee, trustee, pledgee, or security holder of Evans or a lessor to Evans.

14. Termination. This Lease shall terminate upon expiration of its term, at election of either party hereto by reason of the default or breach of the other party in the terms hereof, or upon the election of Evans as hereinafter provided. From and after termination of this Lease with respect to any Car and until its return to Evans all amounts earned by such Car shall be paid to Evans as defined in Paragraph 7, "Mileage Credits".

15. Return of Cars. Upon the expiration or termination of this Lease with respect to any Car, Lessee shall at its sole cost and expense forthwith surrender possession of such Car to Evans by delivering same to Evans at such repair shop, storage or terminal facility as Evans may designate by notice to Lessee. Each Car so surrendered shall be in the same or as good condition, order and repair, normal wear and tear excepted, as when delivered to Lessee, and shall be free from all accumulations or deposits from commodities transported in or on the Cars while in the service of Lessee. (In particular, tank cars shall be returned to Evans with the interior cleaned in a manner which will allow immediate use of such tank cars free from the risk of contamination to cargo subsequently carried therein.) If any of the Cars do not bear Evans' reporting marks and numbers, Lessee shall place such reporting marks and numbers on any or all of the Cars as Evans shall designate in writing to Lessee prior to the end of the lease term. Until the delivery of possession to Evans pursuant to this Paragraph 15, Lessee shall continue to be liable for and shall pay rental at the rate being paid immediately prior to termination or expiration, and Lessee shall in addition make all other payments and keep all obligations and undertakings required of Lessee under any and all provisions of this Lease as though such termination or expiration had not occurred. Nothing in this Paragraph 15 shall give the Lessee the right to retain possession of any Car after expiration or termination of this Lease with respect to such Car.

16. Loss, Theft or Destruction of Cars. In the event any Car is lost, stolen, destroyed or damaged beyond economic repair, Lessee shall, within five days of its knowledge thereof, by written notice, fully advise Evans of such occurrence. Lessee shall upon request of Evans, assist Evans in obtaining payment with respect to such loss, theft, damage, or destruction, but Lessee shall not be liable for such loss, theft, damage, or destruction unless caused by its negligence or misuse.

17. Assignment. This Agreement may not be assigned by Lessee without the express written consent of Evans. All rights of Evans under this Agreement may be assigned, pledged, mortgaged, transferred or otherwise disposed of either in whole or in part without notice to or consent of Lessee.

18. Liens. Lessee shall keep the Cars free from any and all encumbrances or liens in favor of anyone claiming by, through, or under Lessee which may be a cloud upon or otherwise affect Evans' title, and Lessee shall promptly discharge any such lien, encumbrance or legal process.

19. Notice. Any notice required or permitted to be given pursuant to the terms of this Agreement shall be properly given when made in writing, deposited in the United States mail, registered or certified, postage prepaid, addressed to:

Evans at: 2550 Golf Road
Rolling Meadows, Illinois 60008

Lessee at: P. O. Box 599
Cincinnati, Ohio 45201

or such other addresses as Evans or Lessee may from time to time designate.

20. Governing Law. The terms of this Agreement and all rights and obligations hereunder shall be governed by the laws of the State of Illinois. The terms of this Agreement and the rights and obligations of the parties hereto may be changed only by writing executed by both parties.

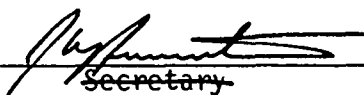
21. Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

22. The parties agree that affiliates of the Procter & Gamble Manufacturing Company may by way of a particular Schedule adopt the terms and conditions of this Lease with respect to the Cars identified in said Schedules. The affiliate will be signatory to the Schedule and will be solely responsible for the Cars identified in the applicable Schedule.

IN WITNESS WHEREOF, Evans and Lessee have duly executed this Lease as of the day and year first above written.

(CORPORATE SEAL)

ATTEST:

By: 
Secretary

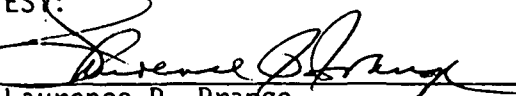
THE PROCTER & GAMBLE MANUFACTURING
COMPANY

By: 

C. J. RICHMOND
Manager, Distribution Support

(CORPORATE SEAL)

ATTEST:

By: 
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By: 
Curtis C. Tatham
Senior Vice President Marketing

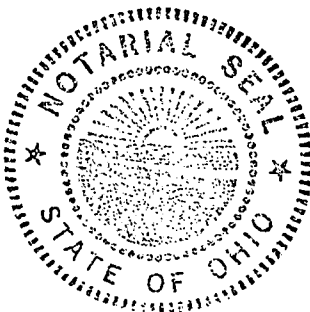
STATE OF ILLINOIS
COUNTY OF COOK

On this 7th day of January, 19 85, before me personally appeared Curtis R. Latham, to me personally known, who being by me duly sworn, says that he is President of EVANS RAILCAR LEASING COMPANY, and Laurence P. Prange personally known to me to be the Asst Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Jonathan C. Benedetto
Notary Public
My Commission Expires July 25, 1987.

STATE OF Ohio
COUNTY OF Hamilton

On this 5th day of February, 19 85, before me personally appeared C. J. Richmond, to me personally known, who being by me duly sworn, says that he is Manager, Distribution Support of The Procter & Gamble Manufacturing Company, and personally known to me to be the Secretary of said corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Rita Rusche
Notary Public

RITA RUSCHE
Notary Public, State of Ohio
My Commission Expires Feb. 7, 1988

SCHEDULE 1

Page 1 of Schedule 1 dated July 11, 1984 to Lease dated July 11, 1984 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and THE PROCTER & GAMBLE MANUFACTURING COMPANY ("Lessee").

TYPE AND DESCRIPTION OF CAR:

Used 21,000 gallon exterior coiled and insulated tank car

NUMBER OF CARS:

6

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

Customer will have cars lined, maintain it through the term of the lease and remove lining prior to return of the cars at their own cost and expense.

PERMITTED LADING USE:

Detergent Intermediates

REPORTING MARKS AND NUMBERS:

USLX 21705; 21709; 21710; 21785; 21997; 21998

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Dearing, Georgia

Page 2 of Schedule 1 dated July 11, 1984 to Lease dated July 11, 1984 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and THE PROCTER & GAMBLE MANUFACTURING COMPANY ("Lessee").

LEASE TERM: Three (3) years commencing upon delivery of the Cars.

MONTHLY RENTAL:

SPECIAL TERMS: The top unloading pipe will be removed by Procter & Gamble at a lining shop and sent, freight prepaid, to Evans' Ozark, Alabama Plant. Procter & Gamble will be responsible for the cost to re-apply the pipe at the termination of this Lease.

(CORPORATE SEAL)

ATTEST:

By:  _____
Secretary

THE PROCTER & GAMBLE MANUFACTURING
COMPANY

By:  _____
C. J. RICHMOND
Manager, Distribution Support

(CORPORATE SEAL)

ATTEST:

By:  _____
Laurence P. Prange
Assistant Secretary

EVANS RAILCAR LEASING COMPANY

By:  _____
Curtis C. Tatham
Senior Vice President Marketing

SCHEDULE 4

Page 1 of Schedule 4 dated September 18, 1985 to Lease dated July 11, 1984 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and The Procter & Gamble Manufacturing Company, and is hereby between Evans and THE BUCKEYE CELLULOSE CORPORATION ("Lessee"), and this Schedule 4 with respect to the Cars described herein shall be subject to the terms and conditions in said contract and the special conditions set forth in this Schedule.

TYPE AND DESCRIPTION OF CAR:

Used 4750 c.f. 100-ton aluminum covered hoppers

NUMBER OF CARS:

20

INTERIOR EQUIPMENT:

None

SPECIAL LININGS:

None

PERMITTED LADING USE:

Salt

REPORTING MARKS AND NUMBERS:

USEX 500-519

SPECIFICATIONS DESIGNATED BY LESSEE:

None

INITIAL F.O.T. POINT:

Ozark, Alabama

Page 2 of Schedule 4 dated September 18, 1985 to Lease dated July 11, 1984 by and between EVANS RAILCAR LEASING COMPANY ("Evans") and The Procter & Gamble Manufacturing Company, and is hereby between Evans and THE BUCKEYE CELLULOSE CORPORATION ("Lessee"), and this Schedule 4 with respect to the Cars described herein shall be subject to the terms and conditions in said contract and the special conditions set forth in this Schedule.

LEASE TERM: Three (3) years commencing upon delivery at the initial loading point of Avery Island, Louisiana

MONTHLY RENTAL: commencing upon delivery at the initial loading point of Avery Island, Louisiana

SPECIAL TERMS: None

ATTEST:

By: C. H. Frick

CHARLES H. FRICK
Group Manager —
Transportation Equipment

(CORPORATE SEAL)

ATTEST:

By: Laurence P. Prange
Laurence P. Prange
Assistant Secretary

THE BUCKEYE CELLULOSE CORPORATION

By: Fred A. Morris 10/21/85

FREDERICK A. MORRIS
Manager
Distribution Services Department

EVANS RAILCAR LEASING COMPANY

By: William M. Sheehan
William M. Sheehan
Vice President Marketing